

**APPENDIX 3 - SPECIFIC INFORMATION EXCHANGE AGREEMENT<sup>1</sup>**

This information exchange agreement reflects the reasons, processes and procedures for sharing personal data.

<b>DATE:</b>	12/11/13
<b>FOR:</b>	Support Planning and Assessment for Carers in Gloucestershire
<b>VERSION:</b>	6

<b>Parties to the sharing of personal data:</b>	<b>DATA TRANSFERRED BETWEEN:</b>	<b>AND:</b>	<b>AND:</b>
<b>NAME:</b>	Gloucestershire County Council	Carers Gloucestershire	Gloucestershire Young Carers
<b>ADDRESS:</b>	Shire Hall, Westgate Street, Gloucester G11 2TG	2 <sup>nd</sup> Floor, Messenger House, 35 St Michael's Square, Gloucester, GL1 1HX	7 Twigworth Court Business Centre, Twigworth, Gloucester, GL2 9PG

<b>Indicate the Frequency of the Reviews:</b>	Initial review 3 months following the start of this contract on 1 <sup>st</sup> October 2013, reviews at 6monthly intervals thereafter
<b>Date of Next Review:</b>	1 <sup>st</sup> January 2014

<sup>1</sup> This agreement sits below the Gloucestershire Information Sharing Partnership Agreement version 1.3 and/or the NHS Information Sharing Core Principles versions 5 and 6.

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<p><b>PURPOSE/REASON for SHARING</b>          State reasons for sharing including whether it is a statutory requirement to share or if it is voluntary stating the perceived benefits to the customer for the sharing.</p>	<ul style="list-style-type: none"> <li>• Information will be shared for the purpose of new referrals into the Support Planning and Assessment service, to allow referred parties to receive an assessment or review of their care needs</li> <li>• Information will be shared for the purpose of referring individuals on to services identified in their assessment; consent to share will be sought in writing from the individual before a referral to a service is made is made.</li> <li>• Information will be shared to allow service users receiving a service under the current contracts to continue to receive a service under the new contract</li> <li>• Information will be shared to fulfil the statutory return duties of the Local Authority to the Department of Health.</li> <li>• Information will be shared for the purpose of performance monitoring of this contract</li> </ul> <p>Information is provided voluntarily by the carer for the purpose of receiving services under the Support Planning and Assessment contract, and shared with their permission.</p> <p>Providers will provide data as part of contract performance monitoring and supporting GCC in their statutory returns to the Department of Health.</p> <p>Information would be shared if there was a safeguarding concern.</p>
<p><b>DATA TYPE/ DESCRIPTION</b>          state exactly data to be shared. E.g. name, address etc.</p>	<p>Name, address, date of birth, GP, gender, religion, ethnicity, contact telephone numbers, email addresses, details of the caring situation and care that the carer provides to the cared-for individual. Information about medical conditions and medication where relevant; name and contact details for next of kin or interested party, household composition. Details of any employment where relevant, details of benefits claimed for, details of other organisations that are providing support to the individual. Age and client group of cared-for. Where information about the cared-for person needs to be shared, consent from the cared-for or their representative will be sought. For young carers, information about school or education setting will be recorded.</p>
<p><b>DATABASE(S) USED</b></p>	<ul style="list-style-type: none"> <li>• GCC will record information on ERIC, Liquidlogic or CSS (a module of Capita 1), as appropriate.</li> <li>• Carers Gloucestershire database: CarerControls</li> <li>• Gloucestershire Young Carers database: Charitylog</li> </ul>

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**CONSENT/LEGAL BASIS**

The legal basis for sharing personal data, State legislation that supports the sharing e.g. wellbeing power Local Government Act 2000.

The Data Protection Act 1998

Health and Social Care Act 2001

The Children Act 1989 and 2004

NHS and Community Care Act 1990

Local Government Act 1972

Local Government Act 2000

Health and Social Care Act 2008

Under the Data Protection Act 1998, Gloucestershire County Council remains the data controller for all data relating to the provision of carers services.

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<p>State the Schedule 2 (and Schedule 3 if sensitive personal data is to be shared) that allows the sharing</p>	<p>State the Schedule 2 (and Schedule 3 if sensitive personal data is to be shared) that allows the sharing (delete as appropriate):</p> <p><b>Schedule 2 conditions for processing personal data:</b></p> <ul style="list-style-type: none"><li>• The individual who the personal data is about has consented to the processing.</li><li>• The processing is necessary:<ul style="list-style-type: none"><li>- in relation to a contract which the individual has entered into; or</li><li>- because the individual has asked for something to be done so they can enter into a contract.</li></ul></li><li>• The processing is necessary because of a legal obligation that applies to authority (except an obligation imposed by a contract).</li><li>• The processing is necessary to protect the individual's "vital interests". This condition only applies in cases of life or death, such as where an individual's medical history is disclosed to a hospital's A&amp;E department treating them after a serious road accident.</li><li>• The processing is necessary for administering justice, or for exercising statutory, governmental, or other public functions.</li><li>• The processing is in accordance with the "legitimate interests" condition.</li></ul> <p><b>Schedule 3 conditions for processing sensitive personal data</b></p> <ul style="list-style-type: none"><li>• The individual who the sensitive personal data is about has given <b>explicit</b> consent to the processing.</li><li>• The processing is necessary to protect the vital interests of:<ul style="list-style-type: none"><li>- the individual (in a case where the individual's consent cannot be given or reasonably obtained), or</li><li>- another person (in a case where the individual's consent has been unreasonably withheld).</li></ul></li><li>• The processing is carried out by a not-for-profit organisation and does not involve disclosing personal data to a third party, unless the individual consents. Extra limitations apply to this condition.</li><li>• The processing is necessary for administering justice, or for exercising statutory or governmental functions.</li><li>• The processing is necessary for medical purposes, and is undertaken by a health professional or by someone who is subject to an equivalent duty of confidentiality.</li><li>• The processing is necessary for monitoring equality of opportunity, and is carried out with appropriate safeguards for the rights of individuals.</li></ul>
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<p>How individuals will be informed of the sharing of data where required</p>	<p>Consent to share data is sought from individuals (carers) when they register for the service, and they will be required to sign a consent form. Consent to share is a requirement of receiving a service under the provisions of this contract.</p> <p>Where an individual's details need to be shared for the purpose of referring on to a service or another organisation, the individual will be informed prior to the referral, and consent will be sought as necessary.</p> <p>Carers already receiving support from a provider have been asked for their specific consent to share their information for the purpose of service continuation.</p>
<p><b>SOFTWARE FORMAT USED</b> e.g. Word, Excel, CSV, etc.</p>	<p>Word Excel PDF</p>
<p><b>ENCRYPTED or UNENCRYPTED</b> If unencrypted state why and how this will comply with GovConnect (if applicable)</p>	<p><b>ENCRYPTED</b> All exchanges will take place using either:  WINZIP and/or encryption of documents within emails for non-statutory agencies</p>
<p><b>PHYSICAL TRANSFER METHOD</b> e.g. Memory Stick, Tape, Network, NHSNet, Laptop PC State the process of exchange, taking account of threats and vulnerabilities in the proposed communication methods and ensuring adequate safeguards to protect the information during transit and storage are in place. (NB a more secure method is preferred).</p>	<p>Information will be sent between organisations using Winzip email, and also orally by telephone. Carers Gloucestershire have a dedicated email address for incoming referrals for assessments.</p> <p>For the initial transfer of existing referrals held on paper by Community Team manager, paper documents will be transferred from GCC to Carers Gloucestershire. These will be delivered to Carers Gloucestershire personally by 2 members of GCC staff, and received by Tim Poole (Chief Executive, Carers Gloucestershire). There will not be an ongoing need to transfer hard copies of person-identifiable data.</p> <p>If faxing is required, due to other methods being unavailable, both organisations (sender and receiver) will need to operate 'safe haven' procedures. Safe haven procedures require the sender to alert the receiver of their intent to send information, and for the receiver to await and then confirm receipt of, the document.</p>
<p><b>QUALITY</b> include a statement to commit to the accuracy and completeness of the data exchanged, including a process for informing all relevant parties of any inaccuracies identified</p>	<p>All data exchanged must be accurate, valid, reliable, timely relevant and complete; the responsibility for ensuring this remains with the organisation providing the data.</p> <ul style="list-style-type: none"> <li>• <i>Partner organisations are individually responsible for the quality of the data under their control in line with their respective Data Quality and Record Management policies.</i></li> <li>• <i>When receiving information, partner organisations are responsible for applying relevant quality checks before using the information. If the information is found to be inaccurate, it is the responsibility of the organisation discovering the inaccuracy to notify the relevant partner.</i></li> <li>• <i>Both partner organisations have a responsibility to ensure that all information is adequate, relevant and not excessive for the purpose of processing it.)</i></li> </ul>

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<p><b>FREQUENCY OF DATA SHARING</b> e.g. monthly, weekly. etc.</p>	<p><i>Daily</i></p>
<p><b>RETENTION</b> state the person or authority who is responsible for keeping the master file and the period of retention of data – Any copies held by other members of the project or group must destroy their copies at the same time.</p>	<p>Retention and disposal of information will be in line with Gloucestershire County Council's <a href="#">Records Management Policy</a> or the equivalent policy within partner agencies.</p> <p>Individuals within each partner provider will be responsible for their data:</p> <p>Caroline Scott, Business Manager, Carers Gloucestershire</p> <p>Ele Samedeni, Operations Manager, Gloucestershire Young Carers</p>
<p><b>MONITORING</b> Who will monitor that the processes above are taking place and are effective? What checks will be made?</p>	<p>Caroline Scott, Business Manager, Carers Gloucestershire</p> <p>Ele Samedeni, Operations Manager, Gloucestershire Young Carers</p> <p>Louise West, Outcomes Manager, Gloucestershire County Council will undertake quarterly monitoring meetings with providers.</p>
<p><b>AWARENESS TRAINING</b> State how awareness of this data sharing agreement will be raised amongst staff</p>	<p>All providers will undertake an initial briefing of their staff of the Information Sharing Agreement when the contract work transfers, so that staff are aware of the specific relationships within these contracts.</p> <p>GCC - All staff undertake specific training when they first have access to the information system, followed by regular, specific sessions about data handling. Specific training to be undertaken with the GCC Customer Service Officers about this contract.</p> <p>Carers Gloucestershire – Specific systems training for anyone using the Carers Gloucestershire data system; information management training for staff.</p> <p>Gloucestershire Young Carers - mandatory training, team meetings, supervision,</p>
<p><b>DATA SUBJECT ACCESS REQUESTS</b> State how the individual will access their information and include a statement which identifies the rights of the data subjects.</p>	<p>Any subject access requests will be dealt with in line with either the Gloucestershire County Council <a href="#">Access to Personal Information (Subject Access) Policy</a> or the equivalent policy within partner agencies.</p>
<p><b><u>PRINCIPLE 8 OF THE DATA PROTECTION ACT 1998:</u></b></p>	<p>DATA SHOULD NOT BE TRANSFERRED TO OTHER COUNTRIES WITHOUT ADEQUATE PROTECTION</p>

<p>I the undersigned certify that the personal data being received will not be disclosed to unauthorised persons. The Data and their Purposes of Use are Notified under the Data Protection Act 1998 and my organisation/company is committed to compliance with the Data Protection Principles.</p>	
<p><b>DATE</b></p>	<p><i>(Today's date)</i></p>
<p><b>SIGNATURE</b></p>	<p><i>(Your signature)</i></p>

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<b>JOB TITLE</b> For and on behalf of: <b>ORGANISATION</b>	<i>(Your job title as written in your current job description)</i>
<b>DATE</b>	<i>(Today's date)</i>
<b>SIGNATURE</b>	<i>(Your signature)</i>
<b>JOB TITLE</b> For and on behalf of: <b>ORGANISATION</b>	<i>(Your job title as written in your current job description)</i>

### GLOSSARY OF TERMS

Within this document, the following definitions apply:

Personal Data or personal information	Data which relates to a living individual who can be identified from that data or that data together with other information which is in possession, or is likely to come into the possession of the Data Controller
Sensitive Personal Data	Personal data consisting of : Racial or ethnic origin of data subject Political opinion Religious beliefs or other beliefs of a similar nature Membership of a trade union Physical or mental health or condition Sexual life Commission or alleged commission of any offence Any proceedings for any offence committed or alleged to have been committed by him, the disposal of such proceedings or the sentence of any court in such proceedings
Data Controller	Any person (including company organisation or individual) who (either alone or jointly or in common with other persons) determines how and for what the purposes any personal data is to be processed.
Data Processor	Any person (other than an employee of the Data Controller) who processes the data on behalf of the Data Controller.
Processing	Means obtaining, recording, holding the information or data or carrying out any operation on the information including organisation, adaptation or altering retrieval, consultation, use disclosure alignment combining, blocking or erasure or destruction of information or data.
Data Subject	An individual who is the subject of the personal data